

United States District Court
Southern District of New York

JUDGE GRIESE

-----X
:
EUROPEAN SCHOOL OF ECONOMICS
FOUNDATION and ESE NYC, INC. d/b/a
EUROPEAN SCHOOL OF ECONOMICS,
:

08 CV 2235
08 Civ.

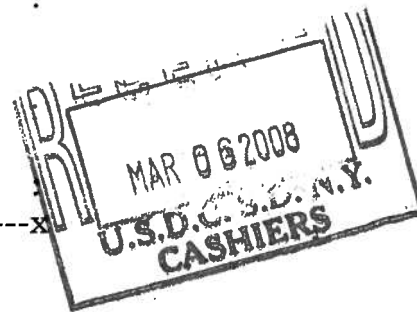
Plaintiffs

- against -

: **NOTICE OF REMOVAL**

TEKNOLOJI HOLDINGS A.S. and MEHMET
EMIN HITAY,

Defendants.
-----X



**JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Defendants above-named, TEKNOLOJI HOLDINGS A.S. and MEHMET EMIN HITAY (respectively “TEKNOLOJI” and “HITAY” and collectively “defendants”), respectfully submit the following in support of their removal of this action to this court:

1. Defendant TEKNOLOJI is a corporation incorporated in the Republic of Turkey, with its principal place of business in Istanbul, Turkey. TEKNOLOJI is a citizen of Turkey, and maintains no residence or place of business in the United States.

2. Defendant HITAY is a citizen of the Republic of Turkey and a resident of Istanbul, Turkey, and the principal executive officer of defendant TEKNOLOJI. HITAY maintains no citizenship, residence or place of business in the United States.

3. Plaintiff EUROPEAN SCHOOL OF ECONOMICS FOUNDATION is, according to publicly available electronic records from the New York State Department of State, Division of Corporations, a corporate entity organized under New York State law.¹

4. Plaintiff ESE NYC, INC. d/b/a EUROPEAN SCHOOL OF ECONOMICS is, according to publicly available electronic records from the New York State Department of State, Division of Corporations, a corporate entity organized under New York State law.²

5. It is unclear whether the coupling d/b/a entity identified after the second-named plaintiff, ESE NYC, INC., is a separate entity or simply an incorporating reference to the first-named plaintiff, because the end-word "FOUNDATION" is missing from the name of the identified d/b/a entity.

¹ See www.dos.state.ny.us/corp/buscorp.html#dchange (corporation organized July 14, 2005) (last visited March 5, 2008).

² See www.dos.state.ny.us/corp/buscorp.html#dchange (corporation organized February 4, 2003) (last visited March 5, 2008).

6. In February 2008 defendants received notice, *via* mail, of a summons and verified complaint issued out of the Supreme Court of the State of New York, County of New York, under Index No: 101003/08. A true copy of that summons and verified complaint is attached hereto as Exhibit A.

7. The verified complaint alleges that plaintiffs are, respectively, a New York State non-profit foundation and a New York State corporation “authorized to transact business in New York,” and that plaintiff ESE NYC, INC.’s principal place of business is New York (see complaint ¶¶1, 3-4).³

8. The verified complaint further alleges that defendants are Turkish-based nationals (see complaint ¶¶5-6).

9. The verified complaint, narrating that plaintiffs “have no adequate remedy at law,” seeks a declaratory judgment that a November 21, 2007 purported written Licensing Agreement between plaintiffs and defendants “is in full force and effect and is a binding contract,” and a judicial determination that plaintiffs “are entitled to keep the 500,000 Euro which Defendants paid in consideration for the benefits received under the Licensing Agreement” (quoting complaint, prayer for relief ¶¶1-2; *see also* complaint ¶¶12-13). The complaint did not annex the purported Licensing Agreement.

³ The complaint does not identify the principal place of business of the first-named plaintiff, EUROPEAN SCHOOL OF ECONOMICS FOUNDATION.

10. There have been no other proceedings in this state court action.

11. The court has diversity jurisdiction over this action, pursuant to 28 U.S.C. § 1332(a)(2), in that plaintiffs are citizens of New York State with their principal places of business in New York State and defendants are citizens of the Republic of Turkey with their principal place of business in Istanbul, Turkey.

12. Further, and relatedly, the amount here in controversy well exceeds \$75,000.00. See ¶9 above (quoting complaint's allegation that plaintiffs received 500,000 Euros from defendants).⁴

13. The complaint alleges that defendant HITAY is a corporate principal of defendant TEKNOLOJI, and makes no specific claim of wrongdoing against HITAY. HITAY would thus be a sham defendant for any otherwise appropriate analysis of the diversity of each plaintiff and defendant.

14. In accordance with 28 U.S.C. § 1441, venue in this district is proper (see complaint ¶¶1-2).

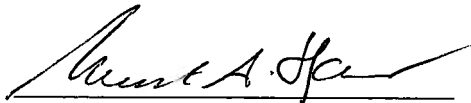
⁴ See, e.g., <http://finance.yahoo.com/currency/convert?amt=1&from=EUR&to=USD&submit=Convert>. Noting March 5, 2008 Euro conversion rate of 1.5264; hence, 500,000 Euros to dollars yield \$763,224 (last visited March 5, 2008).

15. This notice of removal is timely, having been filed within 30 days from the date defendants received the summons with verified complaint *via* mail in Turkey.

WHEREFORE, defendants respectfully aver that this action has been properly removed to this court.

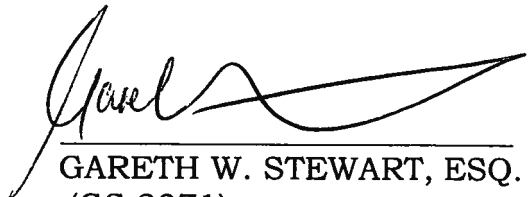
Dated: New York, New York
March 5, 2008

Respectfully submitted,



Nusret A. Haker, Esq.
(NH 4696)
HAKER & OZISIK LLP
29 Broadway, Suite 1500
New York, New York 10006
(212) 509-0099
nusret@haker-ozisik.com

Attorney for defendants



GARETH W. STEWART, ESQ.
(GS 2371)
29 Broadway, 9th Floor
New York, New York 10006
(646) 723-9504
garethws@att.net

Counsel to defendants

TO:

James M. Strauss, Esq.
PUTNEY TWOMBLY HALL & HIRSON LLP
521 Fifth Avenue
New York, New York 10175
(212) 682-0020

Attorneys for plaintiffs

EXHIBIT A



C 199—Summons without Notice, Supreme Court.
Personal or Substituted Service. 8-88

Supreme Court of the State of New York
County of NEW YORK

© 1973 BY JULIUS SUMMERS, INC.,
PUBLISHER, NYC 10013

EUROPEAN SCHOOL OF ECONOMICS FOUNDATION and
NYC, INC. d/b/a EUROPEAN SCHOOL OF
ECONOMICS

Plaintiff

against

TEKNOLOJİ HOLDINGS A.S. and MEHMET EMIN
Y

Defendant

above named Defendant

Teknoloji Holdings AS

Index No. 101003/08

Plaintiff designates

NEW YORK
County as the place of trial

The basis of the venue is

Plaintiff's
primary place

Summons of
business

Plaintiff resides at

350 Fifth Ave, Suite 3309
New York, NY 10118

County of
New York

You are hereby summoned to answer the complaint in this action and to serve
of your answer, or, if the complaint is not served with this summons, to serve a notice of
nce, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive
lay of service (or within 30 days after the service is complete if this summons is not personally
d to you within the State of New York); and in case of your failure to appear or answer, judg-
ill be taken against you by default for the relief demanded in the complaint.

Attorney's address:

Teknoloji Plaza
Eski Buyukdere Cad. Ozcan Sok,
No. 2 344416
4 Levent-Istanbul, Turkey

James Strauss

Attorney(s) for Plaintiff

Post Office Address

Putney, Twombly Hall & Hirson LL
521 Fifth Ave
New York, NY 10175
(212)-682-0020

AFFIDAVIT OF SERVICE

State of New York, County of

ss:
The undersigned, being duly sworn, deposes and says; that deponent is not a party to the action, is over 18 years of age and resides at

That on 19 at

deponent served the within summons

on defendant
INDIVIDUAL by delivering a true copy of each to said defendant personally; deponent knew the person so served to be the person described as said defendant therein.
1. ☐
CORPORATION a
2. ☐ by delivering thereat a true copy of each to corporation.

personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be

thereof.
SUITABLE by delivering thereat a true copy of each to
AGE PERSON
3. ☐

a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling place—usual place of abode—within the state.

4. ☐ by affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling place—usual place of abode—within the state. Deponent was unable, with due diligence, to find defendant or a person of suitable age and discretion thereat, having called there

MAILING TO RESIDENCE
USE WITH 3 OR 4
5A. ☐ Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a postpaid envelope properly addressed to defendant at defendant's last known residence, at

and deposited said envelope in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State.

MAILING TO BUSINESS
USE WITH 3 OR 4
5B. ☐ Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a first class postpaid envelope properly addressed to defendant at defendant's actual place of business, at

Index No.

Supreme Court of the State of New York
County of NEW YORK

European School of
Economics Foundation et al

Plaintiff
against

Teknoloji Holdings A.S. et al
Defendant

Summons

ACTION NOT BASED UPON A
CONSUMER CREDIT TRANSACTION

Putney Twombly Hall & Hir
521 Fifth Ave, NY, NY 101
Attorney(s) for Plaintiff(s)

Office, Post Office Address and Tel. No.
(212) -682-0020

DESCRIPTION USE WITH 1, 2, or 3 <input type="checkbox"/>	<input type="checkbox"/> Black Hair	<input type="checkbox"/> 51-65 Yrs
	<input type="checkbox"/> Brown Hair	<input type="checkbox"/> Over 65 Y
	<input type="checkbox"/> Blonde Hair	
	<input type="checkbox"/> Gray Hair	<input type="checkbox"/> Under 5'
	<input type="checkbox"/> Red Hair	<input type="checkbox"/> 5'0"-5'3"
	<input type="checkbox"/> White Hair	<input type="checkbox"/> 5'4"-5'8"
	<input type="checkbox"/> Balding	<input type="checkbox"/> 5'9"-6'0"
	<input type="checkbox"/> Mustache	<input type="checkbox"/> Over 6'
	<input type="checkbox"/> Beard	<input type="checkbox"/> Under 100
	<input type="checkbox"/> Glasses	<input type="checkbox"/> 100-130 L
	<input type="checkbox"/> 14-20 Yrs.	<input type="checkbox"/> 131-160 L
	<input type="checkbox"/> 21-35 Yrs.	<input type="checkbox"/> 161-200 L
	<input type="checkbox"/> 36-50 Yrs.	<input type="checkbox"/> Over 200

Other identifying features:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

EUROPEAN SCHOOL OF ECONOMICS
FOUNDATION and ESE NYC, INC. d/b/a
EUROPEAN SCHOOL OF ECONOMICS,

Plaintiffs,

- against -

TEKNOLOJI HOLDINGS A.S. and MEHMET
EMIN HITAY,

Defendants.

Index No. 101003/08

**VERIFIED COMPLAINT FOR
DECLARATORY JUDGMENT**

Plaintiffs European School of Economics Foundation ("ESEF") and ESE NYC, Inc. d/b/a European School of Economics ("ESE"), by their attorneys, Putney, Twombly, Hall & Hirson LLP, as and for their Verified Complaint for Declaratory Judgment against Defendants Teknoloji Holdings A.S. ("Teknoloji Holdings") and Mehmet Emin Hitay ("Hitay"), allege upon information and belief, as follows:

JURISDICTION AND VENUE

1. The claims asserted herein arise under the common law of the State of New York. This Court has jurisdiction over this action since ESE maintains a principal place of business in New York State and the contract at issue in this lawsuit was formed, agreed to and/or created in New York County, New York.

2. Venue is properly laid in the County of New York since ESE maintains offices in New York County and the contract at issue in this lawsuit was formed, agreed to and/or created in New York County, New York.

THE PARTIES

3. At all times relevant hereto, Plaintiff European School of Economics Foundation was and is a New York State not-for-profit foundation authorized to transact business in the State of New York.

4. At all times relevant hereto, Plaintiff ESE NYC, Inc. d/b/a European School of Economics was and is a New York State educational corporation and is authorized to transact business in the State of New York.

5. Upon information and belief, Defendant Teknoloji Holdings A.S. is a foreign holding company with a principal place of business located at Teknoloji Plaza, Eski Buyukdere Cad. Ozcan Sok. No. 2 344416, 4.Levent-Istanbul, Turkey.

6. Upon information and belief, Defendant Mehmet Emin Hitay is an officer, director, owner and/or principal of Defendant Teknoloji Holdings A.S. and a resident of the Republic of Turkey, with a principal place of business located at Teknoloji Plaza, Eski Buyukdere Cad. Ozcan Sok. No. 2 344416, 4.Levent-Istanbul, Turkey.

SUBSTANTIVE ALLEGATIONS

7. ESE is a private college of higher education which offers undergraduate and post-graduate programs to its students. ESE has centers in London, England; New York, New York; and Rome, Milan and Lucca, Italy.

8. In or around November 2007, representatives of Plaintiffs met with Defendant Hitay for purposes of opening up an ESE campus in the Republic of Turkey.

9. Among other things, Plaintiffs and Defendants agreed that in exchange for, among other things, 500,000 Euro, Defendant Teknoloji Holdings would receive, among other things, a license for the use of the registered ESEF and ESE name and logo and all concomitant rights associated therewith for purposes developing a teaching facility similar to ESE's New York, New York center.

10. Further according to the parties' agreement, the territory where the license would be valid was limited to the Republic of Turkey.

11. Further according to the parties' agreement, the Agreement is to be governed by New York law.

12. After negotiations between the parties, Plaintiffs and Defendants entered into a written Licensing Agreement contract dated November 21, 2007.

13. Paragraph 6 of the Licensing Agreement entered into between the parties provides that upon signing the Licensing Agreement, Defendant Teknoloji Holdings became obligated to pay Plaintiffs 500,000 Euro in exchange for the rights to the ESE and ESEF name and logo. As stated in paragraph 6 of the Licensing Agreement:

6. TH [i.e., Defendant Teknoloji Holdings] shall pay upon receipt of this agreement, a fee in the amount of euro 500,000.00 in consideration for the use of:

- The ESEF name and logo in the Turkish territory
- The ESE name and logo in the Turkish territory

The above-mentioned fee may be paid by international USD draft or by wire transfer to the following bank account:

ESE NYC INC.
HSBC Bank USA

Account # 012808377
ABA # 021001088
SWIFT CODE # MRMDUS33

14. The binding nature of the Licensing Agreement is evidenced by the fact that on November 26, 2007, Defendants wired 500,000 Euro to Plaintiffs in accordance with the wiring instructions listed in paragraph 6 of the Licensing Agreement.

15. The 500,000 Euro wired to Plaintiffs was received by Plaintiffs on November 28, 2007.

16. Subsequent to the Licensing Agreement becoming a binding contractual obligation between the parties, Defendant Hitay attempted to re-negotiate certain of the Licensing Agreement's terms.

17. In January 2008, due to Plaintiffs' refusal to re-negotiate the Licensing Agreement's terms to Defendant Hitay's satisfaction, Defendant Hitay made a demand on Plaintiffs for a return of the 500,000 Euro which Defendant paid in consideration for the benefits received under the Licensing Agreement.

18. Among other things, as grounds for his demand for the return of the 500,000 Euro, Defendant Hitay has contended to Plaintiffs that no contract exists between the parties.

19. Pursuant to the binding contractual obligation between the parties, Plaintiffs are entitled to keep the 500,000 Euro which Defendants paid in consideration for the benefits received under the Licensing Agreement.

**AS AND FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)**

20. Plaintiffs repeat, reiterate and reallege each and every allegation of paragraphs 1 through 19 of the Complaint, inclusive, as if fully set forth at length herein.

21. In November 2007 Plaintiffs and Defendants entered into a binding contract with one another as memorialized in the Licensing Agreement.

22. The binding nature of the Licensing Agreement is evidenced by Defendants' compliance with the obligation detailed in paragraph 6 of the Licensing Agreement to, upon acceptance of the Licensing Agreement's terms, wire transfer 500,000 Euro to Plaintiffs.

23. Receipt by Plaintiffs of Defendants' 500,000 Euro payment pursuant to the terms of the Licensing Agreement is acknowledged.

24. Defendant Hitay improperly has attempted to repudiate the parties' contract by demanding a return of the consideration he paid in exchange for the consideration Defendants received under the Licensing Agreement's terms.

25. By virtue of Defendant Hitay's attempt to unilaterally void his binding obligation to Plaintiffs and his demand for a return of the consideration Defendants paid under the Licensing Agreement's terms, Plaintiffs are entitled to a declaration that a binding contract exists between the parties which is entitled to full force and effect and that Plaintiffs are entitled to keep the 500,000 Euro which Defendants paid in consideration for the benefits received under the Licensing Agreement..

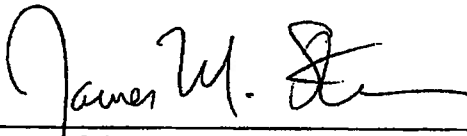
26. Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs demand judgment against Defendants that the Court:

1. Determine and declare that the Licensing Agreement is in full force and effect and is a binding contract between Plaintiffs and Defendant Teknoloji Holdings;
2. Determine and declare that pursuant to the binding contractual obligation between the parties, Plaintiffs are entitled to keep the 500,000 Euro which Defendants paid in consideration for the benefits received under the Licensing Agreement; and
3. Grant such other and further relief as it may deem just, proper, and equitable, including interest, cost and attorneys' fees.

Dated: New York, New York
January 22, 2008

PUTNEY TWOMBLY HALL & HIRSON LLP

By 
James M. Strauss

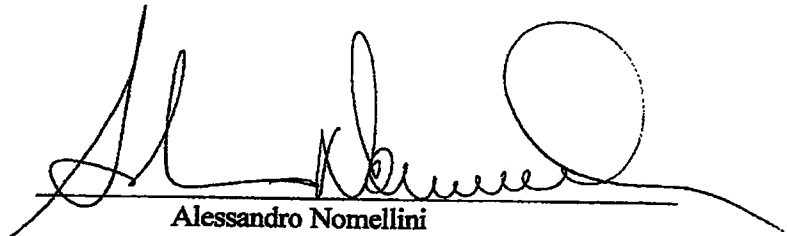
521 Fifth Avenue
New York, New York 10175
Telephone: 212-682-0020
Telefax: 212-682-9380

*Attorneys for Plaintiff's European School of Economics
Foundation and ESE NYC, Inc. d/b/a European School of
Economics*

VERIFICATION

The undersigned affirms under penalty of perjury that I am the Secretary and Treasurer both of Plaintiff ESE NYC, Inc. d/b/a European School of Economics and Plaintiff European School of Economics Foundation and that I have read the foregoing Verified Complaint and know the contents thereof and the same is true to the knowledge of your affirmant except as to the matters therein alleged upon information and belief and that as to those matters I believe them to be true.

Dated: New York, New York
January 22, 2008



Alessandro Nomellini

JS 44C/SDNY
REV. 12/2005

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS EUROPEAN SCHOOL OF ECONOMICS FOUNDATION
and ESE NYC, INC. d/b/a EUROPEAN SCHOOL OF ECONOMICS

DEFENDANTS TEKNOLOJI HOLDINGS, S.A. and
MEHMET EMIN

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Putney Twombly Hall & Hirson LLP (Tel: 212 682-0020)
521 Fifth Avenue, New York, New York 10175

ATTORNEYS (IF KNOWN) Gareth W. Stewart (Tel: 646 723-9504)
29 Broadway, 9th Floor, New York, New York 10006

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE) 2
28 U.S.C. 1332(a)(2). State court breach of contract and declaratory judgment action removed to federal court on ground of parties' diversity of citizenship and that the amount in controversy exceeds \$75,000.00.

Has this or a similar case been previously filed in SDNY at any time? No ☒ Yes? ☐ Judge Previously Assigned

If yes, was this case Vol ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date Case No.

(PLACE AN [x] IN ONE BOX ONLY) NATURE OF SUIT

ACTIONS UNDER STATUTES

TORTS		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
CONTRACT	PERSONAL INJURY	PERSONAL INJURY	[] 610 AGRICULTURE	[] 422 APPEAL	[] 400 STATE		
[] 110 INSURANCE	[] 310 AIRPLANE	[] 362 PERSONAL INJURY -	[] 620 FOOD & DRUG	[] 28 USC 158	[] 410 ANTI-TRUST		
[] 120 MARINE	[] 315 AIRPLANE PRODUCT	[] 365 PERSONAL INJURY	[] 625 DRUG RELATED	[] 423 WITHDRAWAL	[] 430 BANKS & BANKING		
[] 130 MILLER ACT	LIABILITY	[] 368 ASBESTOS PERSONAL	SEIZURE OF	28 USC 157	[] 450 COMMERCE/ICC		
[] 140 NEGOTIABLE	[] 320 ASSAULT, LIBEL &	INJURY PRODUCT	PROPERTY		[] 460 DEPORTATION		
INSTRUMENT	SLANDER	LIABILITY	21 USC 881		[] 470 RACKETEER INFLU-		
[] 150 RECOVERY OF	[] 330 FEDERAL		[] 630 LIQUOR LAWS	PROPERTY RIGHTS	ENCED & CORRUPT		
OVERPAYMENT &	EMPLOYERS'		[] 640 RR & TRUCK	[] 820 COPYRIGHTS	ORGANIZATION ACT		
ENFORCEMENT OF	LIABILITY	PERSONAL PROPERTY	[] 650 AIRLINE REGS	[] 830 PATENT	(RICO)		
JUDGMENT	[] 340 MARINE		[] 660 OCCUPATIONAL	[] 840 TRADEMARK	[] 480 CONSUMER CREDIT		
[] 151 MEDICARE ACT	[] 345 MARINE PRODUCT	[] 370 OTHER FRAUD	SAFETY/HEALTH		[] 490 CABLE/SATELLITE TV		
[] 152 RECOVERY OF	LIABILITY	[] 371 TRUTH IN LENDING	OTHER		[] 810 SELECTIVE SERVICE		
DEFAULTED	[] 350 MOTOR VEHICLE	[] 380 OTHER PERSONAL	LABOR	SOCIAL SECURITY	[] 850 SECURITIES/		
STUDENT LOANS	[] 355 MOTOR VEHICLE	PROPERTY DAMAGE	[] 710 FAIR LABOR	[] 861 MIA (1395FF)	COMMODITIES/		
(EXCL VETERANS)	PRODUCT LIABILITY	PRODUCT LIABILITY	STANDARDS ACT	[] 862 BLACK LUNG (923)	EXCHANGE		
[] 153 RECOVERY OF	[] 360 OTHER PERSONAL		LABOR/MGMT	[] 863 DIWC (405(g))	[] 875 CUSTOMER		
OVERPAYMENT OF	INJURY		RELATIONS	[] 863 DIWW (405(g))	CHALLENGE		
VETERANS BENEFITS			LABOR/MGMT	[] 864 SSID TITLE XVI	12 USC 3410		
[] 160 STOCKHOLDERS SUITS			REPORTING &	[] 865 RSI (405(g))	[] 891 AGRICULTURE ACTS		
[x] 190 OTHER CONTRACT			DISCLOSURE ACT		[] 892 ECONOMIC		
[] 195 CONTRACT PRODUCT			RAILWAY LABOR ACT	FEDERAL TAX SUITS	[] 893 ENVIRONMENTAL		
LIABILITY			OTHER LABOR	[] 870 TAXES	MATTERS		
[] 196 FRANCHISE			LITIGATION	[] 871 IRS-THIRD PARTY	[] 894 ENERGY		
			[] 791 EMPL RET INC	20 USC 7609	ALLOCATION ACT		
			SECURITY ACT		[] 895 FREEDOM OF		
					INFORMATION ACT		
					[] 900 APPEAL OF FEE		
					DETERMINATION		
					UNDER EQUAL ACCESS		
					TO JUSTICE		
					[] 950 CONSTITUTIONALITY		
					OF STATE STATUTES		
					[] 890 OTHER STATUTORY		
					ACTIONS		

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.?
IF SO, STATE:

DEMAND \$ OTHER JUDGE DOCKET NUMBER

Check YES only if demanded in complaint

JURY DEMAND: ☐ YES ☐ NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(SEE REVERSE)

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- ☐ 1 Original Proceeding
 ☒ 2a. Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from (Specify District)
 ☐ 6 Multidistrict Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge Judgment
- ☐ 2b. Removed from State Court
 AND at least one party is a pro se litigant

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

- ☐ 1 U.S. PLAINTIFF
 ☐ 2 U.S. DEFENDANT
 ☐ 3 FEDERAL QUESTION (U.S. NOT A PARTY)
 ☒ 4 DIVERSITY

IF DIVERSITY, INDICATE
 CITIZENSHIP BELOW.
 (28 USC 1332, 1441)

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF DEF <input checked="" type="checkbox"/> 1 [] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF DEF [] 3 <input checked="" type="checkbox"/> 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF DEF [] 5 [] 5
CITIZEN OF ANOTHER STATE	[] 2 [] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] 4 [] 4	FOREIGN NATION	[] 6 [] 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

350 Fifth Avenue, 33rd Floor
New York, New York 10118

New York County

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Teknoloji Plaza, Eksi Buyukdere Cad. Ozcan Sok.
No.2 344416, 4. Levent-Istanbul, Turkey

Republic of Turkey

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

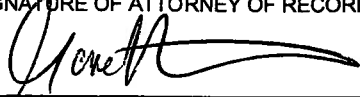
Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ FOLEY SQUARE
 (DO NOT check either box if this a PRISONER PETITION.)

DATE

March 5, 2008

RECEIPT #

SIGNATURE OF ATTORNEY OF RECORD



ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO

☒ YES (DATE ADMITTED Mo. 06 Yr. 1988)
 Attorney Bar Code # 2371 (GS: 2371)

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

J Michael McMahon, Clerk of Court by _____ Deputy Clerk, DATED _____

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

EUROPEAN SCHOOL OF ECONOMICS
FOUNDATION and ESE NYC, INC. d/b/a
EUROPEAN SCHOOL OF ECONOMICS,

Plaintiff,

-v-

TEKNOLOJI HOLDINGS A.S. and
MEHMET EMIN HITAY,

Defendant.

08 CV 2235

Case No. _____

Rule 7.1 Statement

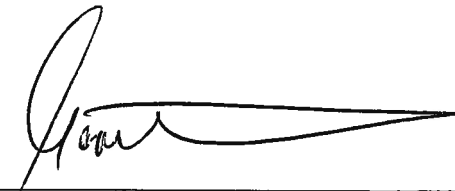
Pursuant to Federal Rule of Civil Procedure 7.1 [formerly Local
General Rule 1.9] and to enable District Judges and Magistrate Judges of the Court
to evaluate possible disqualification or recusal, the undersigned counsel for

TEKNOLOJI HOLDINGS A.S. and MEHMET EMIN HITAY (a private non-governmental party)

certifies that the following are corporate parents, affiliates and/or subsidiaries of
said party, which are publicly held.

NONE

Date: March 5, 2008



Signature of Attorney

Attorney Bar Code: GS: 2371

United States District Court
Southern District of New York

08 Civ.

EUROPEAN SCHOOL OF ECONOMICS
FOUNDATION and ESE NYC, INC. d/b/a
EUROPEAN SCHOOL OF ECONOMICS,

Plaintiffs,

- against -

TEKNOLOJI HOLDINGS A.S. and MEHMET
EMIN HITAY,

Defendants.

NOTICE OF REMOVAL

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